



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

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Robert G. Burnley
Director
Richard F. Weeks, Jr.
Regional Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION AMENDMENT TO SPECIAL ORDER BY CONSENT ISSUED TO BOONSBORO COUNTRY CLUB

SECTION A: Purpose

This is an Amendment to a Consent Special Order issued under the authority of Va. Code §62.1-44.15(8a) and (8d) by the State Water Control Board to Boonsboro Country Club for the purposes of: 1) revising certain provisions of the Consent Special Order that was issued by the State Water Control Board to Boonsboro on March 28, 2001, and 2) resolving certain violations of that Order.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Va. Code §§ 62.1-44.7 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Amendment" means this document, also known as a Consent Special Order Amendment.
6. "WCRO" means the West Central Regional Office of DEQ, located in Roanoke, Virginia.
7. "Regulations" means the Permit Regulation, 9 VAC 25-31-10 *et seq.*

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8. "Permit" means a VPDES permit to discharge into state waters issued by the Board pursuant to Code § 62.1-44.5 and the Regulations.
9. "SEP" means a Supplemental Environmental Project as defined at Code § 10.1-1186.2.

SECTION C: Basis for Amendment

1. Boonsboro Country Club is a country club in Lynchburg, Virginia. An on-site sewage lagoon ("the Lagoon") serves the Boonsboro Country Club. The Lagoon has never received a permit to operate as a sewage treatment facility from the Board. The Lagoon is approximately 0.75 acres in size and has tablet chlorination facilities.
2. Under Code § 62.1-44.5 and 9 VAC 25-31-50.A, a permit is required for discharge of sewage into state waters.
3. On March 28, 2001, the Board issued a consent order ("2001 Order") to Boonsboro. The 2001 Order included interim effluent limits, operational requirements, and a requirement that Boonsboro connect to public sewer, install an inground system, or obtain a Permit not later than December 1, 2002.
4. The 2001 Order required Boonsboro to choose one of the above options by September 1, 2001. In a letter dated March 1, 2002, Boonsboro notified the Department that it had decided to obtain a Permit for a package sewage treatment plant.
5. The 2001 Order also required Boonsboro to submit a permit application not later than December 1, 2001 if its chosen method of coming into compliance was to obtain a permit. As of April 19, 2002, Boonsboro had not submitted a permit application.
6. On March 19, 2002, the Department issued Notice of Violation ("NOV") No. 02-03-WCRO-004 to Boonsboro alleging violations of interim effluent limits for BOD₅, TSS, and TRC during the period from July 2001 through January 2002. Boonsboro reported additional effluent limit violations for the same parameters in discharge monitoring reports for February and March 2002.
7. Boonsboro ceased discharging from the Lagoon on April 4, 2002 after sealing the intake of the lower discharge pipe. Boonsboro expects to resume discharging in May 2002 when the water level in the lagoon rises approximately one foot to the level of the upper discharge pipe intake.
8. On April 18, 2002, DEQ staff met with Mr. Steve Vessells of Boonsboro and Bernard Proctor, consultant for Boonsboro. Mr. Proctor explained that Boonsboro had made several adjustments or repairs to the lagoon that should result in improved performance.

SECTION D: Agreement and Order

Accordingly, the State Water Control Board, by virtue of the authority granted it in §62.1-44.15(8a) and 8(d), orders Boonsboro, and Boonsboro agrees that:

1. Boonsboro voluntarily agrees to pay a civil charge of FOUR THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS (\$4,335.00) in settlement of the violations cited in this Order. Boonsboro shall pay ONE THOUSAND EIGHTY-FOUR DOLLARS (\$1,084.00) of this civil charge within thirty (30) days of the effective date of this Order. Payment shall be made by check payable to the "Treasurer of Virginia" and shall be delivered to:

Receipts Control
Department of Environmental Quality
P.O. Box 10150
Richmond, VA 23240

Either on a transmittal letter or as a notation on the check, Boonsboro shall: 1) indicate that the check is submitted pursuant to this Order, and 2) include its Federal Identification Number.

2. For the months of June 2002 through February 2003, Boonsboro shall comply with the interim effluent limits specified at Appendix B of the 2001 Order.
3. The December 1, 2002 deadline for coming into compliance with the State Water Control Law and the Regulation specified at Paragraph 1 of Appendix A of the 2001 Order is hereby changed to March 1, 2003.
4. This Amendment does not alter, modify, or amend any other provision of the 2001 Order. Unmodified provisions of the 2001 Order remain in effect by their own terms.
5. Three Thousand Two Hundred Fifty-One Dollars (\$3,251.00) of this civil charge shall be satisfied upon completion of the SEP specified in Appendix A herein, the total final net project costs of which shall not be less than that amount.
6. The Department has the sole discretion to determine whether the SEP specified above has been completed in a satisfactory manner.
7. Should the Department determine that the SEP has not been completed in a satisfactory manner, the Department shall notify Boonsboro of such determination in writing. Within 30 days of such notification, Boonsboro shall pay the difference in the amount that was to have been satisfied by that SEP as specified in Paragraph 5 above, in accordance with the procedures specified in

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Paragraph 1 above.

SECTION E: Administrative Provisions


1. The Board may modify, rewrite, or amend this Amendment with the consent of Boonsboro, for good cause shown by Boonsboro, or on its own motion after notice and opportunity to be heard.
2. This Amendment only addresses and resolves those violations specifically identified herein, including the violations alleged in NOV No. 02-03-WCRO-004 and the effluent limit violations reported in discharge monitoring reports submitted by Boonsboro for the months of February and March 2002. This Amendment shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (a) taking any action authorized by law regarding any violations; (b) seeking subsequent remediation of the facility as may be authorized by law; or (c) taking subsequent action to enforce this Amendment. This Amendment shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Amendment and subsequent actions with respect to this Amendment, Boonsboro admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Boonsboro declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.* and State Water Control Law, Va. Code § 62.1-44.2 *et seq.* and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Amendment.
5. Failure by Boonsboro to comply with any of the terms of this Amendment shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
6. If any provision of this Amendment is found to be unenforceable for any reason, the remainder of the Amendment shall remain in full force and effect.
7. Boonsboro shall be responsible for failure to comply with any of the terms and conditions of this Amendment unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Boonsboro shall show that such circumstances

8. This Amendment is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
9. This Amendment shall become effective upon execution by both the Director or his designee and Boonsboro. Notwithstanding the foregoing, Boonsboro agrees to be bound by any compliance date that precedes the effective date of this Amendment.
10. This Amendment shall continue in effect until the Director or the Board terminates the Amendment for good cause, including but not limited to noncompliance with the terms of this Amendment, upon 30 days written notice to Boonsboro. Termination of this Amendment, or any obligation imposed in this Amendment, shall not operate to relieve Boonsboro from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
11. By its signature below, Boonsboro voluntarily agrees to the issuance of this Amendment.

And it is so ORDERED this day of 1-7-2003, 2002-

Steven A. Dutrich for
Robert G. Burnley, Director
Department of Environmental Quality

Boonsboro Country Club voluntarily agrees to the issuance of this Amendment.

By: 

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Date: 8/7/02

Commonwealth of Virginia

City/County of Lynchburg

The foregoing instrument was acknowledged before me this 7th day of August, 2002,

by G. Edgar Dawson, III, who is Greens Committee Chairman of
Boonsboro Country Club, on behalf of Boonsboro Country Club.


Cynthia A. Hudson
Notary Public

My commission expires: 10/31/04

**APPENDIX A
SUPPLEMENTARY ENVIRONMENTAL PROJECT**

1. As a SEP in satisfaction of the requirements specified at Paragraph D.5 of this Amendment, Boonsboro shall install a pre-fabricated chemical storage building with spill containment to be used to store pesticides and other hazardous materials. Boonsboro shall begin using this storage building not later than October 1, 2002.
2. Boonsboro certifies that it has not commenced performance of the above SEP prior to the identification of the violations cited in this Amendment or signature of this Amendment by Boonsboro and that the above SEP is not required by any other state or federal agency, nor has it been used to offset any other action.
3. The final net cost of the SEP to Boonsboro shall be not less than \$3,251.00. In the event that the final net cost the SEP is less than this amount, Boonsboro shall pay the difference in accordance with Section D of this Amendment to the Commonwealth of Virginia, unless otherwise agreed to by the Department. Net costs shall mean the costs of the projects minus any tax savings, grants, and first-year operation cost reductions or other efficiencies.
4. Boonsboro acknowledges tat it is solely responsible for completion of the SEP specified above, Any transfer of funds, tasks, or otherwise by Boonsboro to a third party, shall not relieve Boonsboro of its responsibility to complete the SEP as contained in this Amendment.
5. Boonsboro shall submit written verification to the Department in the form of a certified statement itemizing costs, invoices and proof of payment, or similar documentation of the final overall and net costs of the SEP within 30 days of the project completion date. In the event that Boonsboro publicizes the SEP or the results of a SEP. Boonsboro shall state in a prominent manner that the project is part of a settlement for an enforcement action.
6. Documents to be submitted to the Department, other than the civil charge payment described in Section D of this Amendment, shall be sent to:

Robert Steele
Department of Environmental Quality
3019 Peters Creek Road
Roanoke, VA 24019